

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE DE-AC07-99ID13727	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M007	3. EFFECTIVE DATE See Block 18c	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Idaho Operations Office Procurement Services Division 850 Energy Drive, MS 1221 Idaho Falls, ID 83401-1563		7. ADMINISTERED BY (If other than item 6) Wendy L. Huggins, Contract Specialist, (208) 526-2808 Cheryl A. Thompson, Contracting Officer, (208) 526-5743		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  Bechtel BWXT Idaho, LLC PO Box 1625, MS 3560 Idaho Falls, ID 83415		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-99ID13727 10B. DATED (SEE ITEM 13) June 1, 1999		
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**


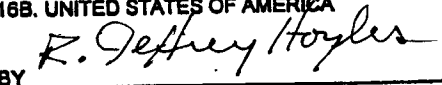
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):	
THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause I.27 DEAR 970.5204-16 PAYMENTS AND ADVANCES
X	D. OTHER (Specify type of modification and authority): Mutual Agreement

E. IMPORTANT: Contractor \_\_\_ is not, X is required to sign this document and return [ 3 ] copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

**This modification revises contract clause I.27 DEAR 970.5204-16 PAYMENTS AND ADVANCES allowing BBWI to withdraw fee in equal monthly installments.**

Except as provided herein, all terms and conditions of the document referenced in items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Paul E. Rosenkoetter Vice President & CEO Business Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) R. Jeffrey Hoyles Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 01/05/00

The following revision is hereby incorporated into this contract:

Section I, page I-41, Clause I.27 DEAR 970.5204-16 PAYMENTS AND ADVANCES (MONTH AND YEAR TBE) (MODIFIED), paragraph (a) is revised to read as follows:

- (a) **"(Modified) Payment of Base Fee, Award Fee, and Incentive Fee. The base fee, if any, is payable in equal monthly installments. For each evaluation period, thirty-five percent (35%) of the total available fee pool will be due and payable to the contractor in equal monthly installments commencing at the end of the first month of each evaluation period. The balance of fees earned shall become due and payable following the issuance by the FDO of a Determination of Total Available Fee Amount Earned, in accordance with clause I.49 of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Fee pool amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the contracting officer. The contracting officer may offset against any such fee payment, the amounts owed to the Government by the contractor, including any amounts owed for disallowed costs under this contract."**